



AQ2E Banner Programs Terms of Use Agreement

AGENTQUOTE.COM, INC. PROVIDES INTERNET SERVICES AND PRODUCTS SUBJECT TO YOUR AGREEMENT WITH AND COMPLIANCE WITH THE TERMS AND CONDITIONS SET FORTH BELOW. THE TERMS AND CONDITIONS SET FORTH BELOW ARE SPECIFICALLY FOR AGENTQUOTE.COM'S PRODUCT KNOWN AS "AQ2E BANNER PROGRAM". PLEASE READ THE FOLLOWING INFORMATION CAREFULLY:

WHEREAS, AgentQuote.com, Inc. is in the business of offering Internet services relating to, among other things, a Term Life Quote Engine package, labeled by AgentQuote.com, Inc., "AQ2E Banner Program" for the purpose of licensing said product to Insurance Agencies and Insurance Wholesalers such as Banks, General Agents, etc. (the "Client") and is willing to provide such license services on the terms and subject to the conditions set forth below; and

WHEREAS, Client desires to engage AgentQuote.com, Inc., and AgentQuote.com, Inc. desires to be engaged by Client, to provide an AQ2E Banner Program License (the "Banner Program") to Client on the terms and subject to the conditions set forth below.

1. AgentQuote.com, Inc. Services

AgentQuote.com, Inc. agrees to provide Client with and maintain for Client the Banner Program on the World Wide Web portion of the Internet. AgentQuote.com, Inc. will host and maintain the Banner Program on the web server. Certain prescribed portions of the Banner Program may be personally customized by the Client. Client agrees that AgentQuote.com, Inc. is responsible only for providing and maintaining the Banner Program, and AgentQuote.com, Inc. is not responsible for providing any services or performing any tasks not specifically set forth in this Agreement.

2. The Banner Program

2.1 Specifications and Client Content

AgentQuote.com, Inc. shall provide a Banner Program for Client in accordance with the design parameters set forth on the Banner Program.

2.2 Adjustment and Changes

AgentQuote.com, Inc. reserves the right, in its sole discretion, to modify, change, or adjust the content or appearance of the Banner Program as it deems necessary; provided, however, such modifications, changes or adjustments do not materially and detrimentally affect Client or Client Content.

2.3 Delivery of Client Content

"Client Content" shall mean any materials provided by Client for incorporation in the Banner Program, including, but not limited to, any images, photographs, illustrations, graphics, audio clips, video clips or text. Nothing herein shall give AgentQuote.com, Inc. any right, title or interest in Client Content, express or implied, except the right to use such content in accordance with the terms of this Agreement. Client shall promptly deliver all Client Content to AgentQuote as required by AgentQuote.com, Inc.

2.4 Backup

AgentQuote.com, Inc. regularly backs up all data stored on the Banner Program, and stores the same for a limited time. Subject to the limitations set forth in Section 9 hereof, upon the Client's request and payment of the then-current fee, we will make reasonable efforts to restore AgentQuote information. AgentQuote.com, Inc. will have no liability for any failure to back up or restore such AgentQuote information, or for interruptions, delay or suspension of access to or in-availability of AgentQuote, Client Personal Information, or any loss of such information, data or transmissions.

2.5 Access To Services; Support; Third Party Providers; Rights

AgentQuote.com, Inc. will provide the means for using AgentQuote. We will make best efforts to ensure that the quality of the service we provide is of at least prevailing industry standards, and that access to the Banner Program is available on a 24 x 7 basis. However, although AgentQuote.com, Inc. will use best efforts to avoid interruption of the Service, the Client acknowledges and agrees that access to the Services, the Banner Program may be unavailable from time to time for any reason, including without limitation, interruption of major network connectivity, network and server outages, and backup and regular maintenance by AgentQuote, Inc. and any operators of our servers.

We offer free and fee-based support alternatives. These include telephone support, online help, help tutorials and email support for all Clients.

To use the AQ2E Banner Program, the client must obtain and pay any fees for access to the World Wide Web and provide all equipment necessary to make such connection, including a computer and modem or other access device. The Client may access the Services and the Site only by means of the interface provided by AgentQuote.com, Inc. Although the Services and the Banner Program is generally accessible worldwide, access may not be available to all persons or in all locations. AgentQuote.com, Inc. reserves the right to limit access to the Banner Program or the Services by any Client, or person, or from any location.

The Services contain links to other World Wide Web sites of AgentQuote.com, Inc.'s partners, affiliates, sponsors, advertisers, and providers of content or services to AgentQuote.com, Inc. in delivering the Services or to its Clients as part of the Services (collectively, "Third Party Providers") and to other resources and sites (all such sites collectively, "Linked Sites"). Such links are provided for the convenience of the Client only, and are not reviewed, monitored or controlled by AgentQuote.com, Inc.

AgentQuote.com, Inc. does not endorse, is not responsible for and makes no representation or warranty concerning the reliability or availability of these Linked Sites or the accuracy, reliability, completeness or authenticity of their contents, advertising or products, and is not responsible for web-casting or any transmission received from any Linked Site. Use of Linked Sites is subject to the privacy policies, terms of service and other conditions applicable to such Sites. All linking to Linked Sites is at the sole risk of the Client. Any concerns regarding any Linked Site or its content, products or services should be directed to the administrator or webmaster of such Linked Site.

All materials published by AgentQuote.com, Inc. and its Third Party Providers, including but not limited to text, graphics, names, logos, service marks and trademarks, and information contained on any Linked Sites (collectively, the "Content") are the property of or controlled by AgentQuote.com, Inc. or the party credited as the provider of the Content. The Client and will respect all proprietary rights of AgentQuote.com, Inc. and its Third Party Providers in and to the Content, Site Name, Services, and Site, any products or other services obtained there from.

3. Proprietary Rights

3.1 Proprietary Rights of Client

As between Client and AgentQuote.com, Inc., Client Content shall remain the sole and exclusive property of Client, including, without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights. Nothing in this Agreement shall be construed to grant AgentQuote.com, Inc. any ownership right in, or license to, the Client Content, except as provided in Section 4.1 of this Agreement.

3.2 Proprietary Rights of AgentQuote

Subject to Client's ownership interest in Client Content, all materials, including, but not limited, to any computer software (in object code and source code form), script, programming code, data, information or HTML script developed or provided by AgentQuote.com, Inc. or its suppliers under this Agreement (with the exception of original elements of audiovisual displays created hereunder specifically for Client, which shall be deemed to be part of Client Content), and any trade secrets, know-how, methodologies and processes related to AgentQuote.com, Inc.'s products or services, shall remain the sole and exclusive property of AgentQuote.com, Inc. or its suppliers, including without limitation, all copyrights, trademarks, patents, trade secrets, and any other proprietary rights inherent therein and appurtenant thereto (collectively "AgentQuote Materials"). To the extent, if any, that ownership of the AgentQuote.com, Inc. Materials does not automatically vest in AgentQuote.com, Inc. by virtue of this Agreement or otherwise, Client hereby transfers and assigns to AgentQuote.com, Inc. all rights, title and interest which Client may have in and to the AgentQuote Materials. Client acknowledges and agrees that AgentQuote.com, Inc. is in the business of offering Internet services, and that AgentQuote.com, Inc. shall have the right to provide to third parties services which are the same or similar to the Services, and to use or otherwise exploit any AgentQuote Materials in providing such services.

3.3 Confidentiality

Each party agrees that, during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other party, including, but not limited to, software, technical processes and formulas, source codes, product designs, sales, cost and other unpublished financial information, product and business plans, advertising revenues, usage rates, advertising relationships, projections, and marketing data ("Confidential Information"). Except as provided for in this Agreement, neither party shall make any disclosure of Confidential Information to anyone other than its employees who have a need to know in connection with this Agreement. Each party shall notify its employees of their confidentiality obligations with respect to the Confidential Information and shall require its employees to comply with these obligations. The confidentiality obligations of each party and its employees shall survive the expiration or termination of this Agreement. (Confidential Information shall not include information that the receiving party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party, (b) was known to the receiving party as of the time of its disclosure, (c) is independently developed by the receiving party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party.)

4. License

4.1 Grant of License-Client

Client hereby grants to AgentQuote.com, Inc. a non-exclusive, worldwide, royalty-free license for the term of this Agreement to edit, modify, adapt, translate, exhibit, publish, transmit, participate in the transfer of, reproduce, create derivative works from, distribute, perform, display, and otherwise use Client Content as necessary to render the Services to Client under this Agreement.

4.2 Grant of License-AgentQuote

AgentQuote.com, Inc. hereby grants to Client a limited, non-exclusive, non-transferable license solely for the term of this Agreement to make use of AgentQuote Materials which are incorporated in the AQ2E.com website and which are required for the operation of the Banner Program. AgentQuote.com, Inc. hereby reserves for itself all rights in and to the AgentQuote Materials not expressly granted to Client in the immediately foregoing sentence. In no event shall Client use any trademarks or service marks of AgentQuote.com, Inc. without AgentQuote.com, Inc.'s prior written consent. Unless otherwise agreed to in writing by AgentQuote.com, Inc., the transfer or attempted transfer of the Banner Program to any other host server shall automatically terminate the foregoing license.

5. Client Content and Activities

5.1 Accuracy and Review of Client Content

Client assumes sole responsibility for (a) the accuracy of materials provided to AgentQuote, including, without limitation, Client Content, descriptive claims, warranties, guarantees, nature of business, and address where business is conducted; and (b) ensuring that the client Content does not infringe or violate any right of any third party.

5.2 Limitations and Restrictions on Client Content

All Site Information, Subscription Information, Personal Information and other information stored, publicly posted or privately transmitted through the Services by the Clients, the confidentiality and privacy of all of the same, and all uses of the Services and the Banner Program by the Clients are their sole responsibility. Without limitation, the Client and its Site Administrator(s) are responsible for monitoring the contents, use of and access to the Banner Program and all such Information, and use of and access thereto who are

minors. Without limitation, the Client agrees that it will use the Services and the Banner Program only in accordance with these Terms, and will not use them to:

- a. Upload, store, post, link to, email or otherwise transmit, distribute, publish or disseminate any Information, Content or other information (i) that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, objectionable or libelous, or promotes such activity; (ii) that (or the transmission, distribution, publication or dissemination of which) infringes any patent, trademark, trade secret, copyright, or other rights or proprietary rights of any party, violates any contractual or fiduciary relationships (such as inside, proprietary or confidential information); (iii) that is harmful to minors; or (iv) that contains software viruses, trojan horses, worms, time bombs, cancelbots or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protect" devices, any other harmful or disruptive program, or any warez, cracks, hacks, associated utilities or other piracy related information;
- b. Provide inaccurate, incomplete, outdated or misleading Subscription Information or e-mail addresses, create a false identity or manipulate identifiers to mislead or to disguise the origin of any information stored on AgentQuote-Sites or transmitted through the Services, or impersonate or otherwise misrepresent any affiliation with any person or entity;
- c. Modify, use, download, publish, upload, post, transmit, transfer, sell, reproduce, create new or derivative works from, license, distribute, perform, display, broadcast, exploit or otherwise copy any portion of the Services, or any Content, or any products or other services (including software) obtained therefrom, or permit access to the same by any unauthorized person or entity;
- d. Interfere with another Clients use and enjoyment of the Services;
- e. Attempt to gain unauthorized access to the Services, Content, other Sites, Registration Information, Site Information or Personal Information, or other computer systems, servers or networks connected to AgentQuote-Sites or the Services; or
- f. Violate (intentionally or unintentionally) any applicable local, state, national or international law or regulation, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any securities exchange of any jurisdiction, laws regarding the transmission through the Services of technical data or software exported from the United States and/or the country(ies) in which the Clients reside, and laws and regulations regarding online conduct and acceptable content of the Clients' transmissions.
- g. Intercept or attempt to intercept E-mail;
- h. Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless Client owns or controls the rights thereto or has received all necessary consents;
- i. Delete any author attributions, legal notices or proprietary designations or labels in a file that Client uploads via AgentQuote.com, Inc. or the Banner Program;
- j. Falsify the source of origin of software or other material contained in a file that Client uploads via AgentQuote.com, Inc. or the Banner Program;
- k. Use AgentQuote.com, Inc. or the Banner Program in a manner that adversely affects the availability of AgentQuote.com, Inc.'s resources to other Clients;
- l. Download a file that Client knows (or reasonably should know) cannot be legally distributed via AgentQuote.com, Inc. or the Banner Program;
- m. Anti-Spam Policy

AgentQuote.com, Inc. does not condone or allow spam. The Client may not use AgentQuote-Sites or its Services, Content, AgentQuote.com, Inc. name or servers, to email or otherwise transmit, distribute, publish or disseminate any unsolicited advertising, survey, promotional materials, "junk email", "spam", "chain letters", "pyramid schemes", or any other form of solicitation or duplicative or unsolicited messages (commercial or otherwise) with respect to the Banner Program, Site Information or any other business, product or service, and may not use the Site Name as the return address on any unsolicited communication.

AgentQuote.com, Inc. does not monitor any information transmitted through the Banner Program, or use thereof except to the limited extent permitted in these Terms, but we have the right (but not the obligation) to delete, move or edit and to require the Client to delete, move or edit any Subscription, AgentQuote-Sites or Personal Information that violates the same. The Client must evaluate and bear all risks associated with use of any Account Information and any other information or products obtained from using the Banner Program and its Services, including any reliance on the accuracy, completeness or usefulness thereof.

Any such materials provided by Client to AgentQuote.com, Inc. which do not satisfy the foregoing requirements, shall be deemed to be a material breach of this Agreement. We encourage Clients to help us enforce this policy. To report a violation, contact us at support@AgentQuote.com. AgentQuote.com, Inc will cooperate with legal authorities in releasing information about Clients who violate this Anti-Spam Policy.

6. Fees

6.1 Banner Program Provision and Maintenance

In consideration for providing and maintaining the Banner Program, Client shall pay AgentQuote.com, Inc those fees described in and on the terms and conditions of the Product Agreement .

AgentQuote.com, Inc expressly reserves the right to change the rates charged to monthly clients hereunder or institute new charges at any time upon not less than thirty (30) days notice to Client.

6.2 Additional Payment Terms and Conditions

If paying monthly, Client shall pay to AgentQuote.com, Inc. its monthly fee on the first (1st) of each month. If the payment by Client is not received by AgentQuote.com, Inc. from the Client's card issuer or its agents, Client agrees to pay AgentQuote.com, Inc. all amounts due upon demand by AgentQuote.com, Inc.. Client's card issuer's agreement governs the Client's use of its designated card in connection with this Agreement, and you must refer to that agreement (not this Agreement) with respect to your rights and liabilities as a cardholder.

Client agrees that AgentQuote.com, Inc. may submit charges for your monthly Banner Program license each month without further authorization from Client, until Client has provided thirty (30) days prior notice that it has terminated this authorization or wishes to change its designated card or fee-paying method. Client must promptly notify AgentQuote.com, Inc. of changes to the account number or expiration date of your designated card, or bank and account numbers for EFT, or your billing address. Client must also promptly notify AgentQuote.com, Inc. if its designated card is canceled or if it becomes aware of a potential breach of security.

AgentQuote.com, Inc. reserves the right to suspend or terminate the Client's Banner Program license without notice if Client fails to pay any fees within five (5) days from its due date. This right is in addition to and not in lieu of any other legal rights or remedies available to AgentQuote.com, Inc.. Client agrees to pay a late charge on all amounts due but not timely paid which remain unpaid for thirty (30) days after being billed. The late charge will equal an amount equal to five percent (5%) of the monthly fee described in the Agreement for Use of Product. In the event collection enforcement is undertaken by AgentQuote.com, Inc. to collect past due amounts, Client shall be liable for any reasonable costs associated with such collection, including, but not limited to, legal costs, reasonable attorneys' fees, court costs, and collection agency fees.

7. Warranties, Limitations of Liability and Responsibility

7.1 AgentQuote.com, Inc. Warranties

AgentQuote.com, Inc. represents and warrants that (a) AgentQuote.com, Inc. has the power and authority to enter into and perform its obligations under this Agreement, and (b) AgentQuote.com, Inc.'s Services under this Agreement shall be performed in a workmanlike manner. AgentQuote.com, Inc. further warrants to Client that, to the best of AgentQuote.com, Inc.'s knowledge, the AgentQuote.com, Inc. Materials do not and will not infringe, or be misappropriations of, the property rights of third parties; provided, however, that AgentQuote.com, Inc. shall not be deemed to have breached such warranty to the extent that Client, its agent(s), or any third party have modified the Banner Program in any manner or if the Banner Program incorporates unauthorized third-party materials, through framing or otherwise.

7.2 Client Warranties

Client represents and warrants that (a) Client has the power and authority to enter into and perform its obligations under this Agreement, (b) Client Content does not and shall not contain any content, materials, advertising or services that are inaccurate or that infringe on or violate any applicable law, regulation or right of a third party, including, without limitation, export laws, or any proprietary, contract, moral, or privacy right or any other third party right, and that Client owns the Client content or otherwise has the right to place the Client Content on the Banner Program, and (c) Client has obtained any authorization(s) necessary for hypertext links from the Web Site to other third party Web sites.

7.3 Disclaimer of Warranty

EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 7.1, AGENTQUOTE.COM, INC. MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES HEREUNDER, INCLUDING BUT NOT LIMITED TO WARRANTIES OR REPRESENTATIONS REGARDING THE USABILITY, CONDITION, OR OPERATION OF THE BANNER PROGRAM. AGENTQUOTE.COM, INC. EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, COMPATIBILITY, SECURITY OR ACCURACY.

7.4 Limitation of Liability

CLIENT'S USE OF ITS BANNER PROGRAM AND THE SERVICES PROVIDED BY AGENTQUOTE.COM, INC. AND ALL AGENTQUOTE.COM, INC. SOFTWARE AND SERVICES IS AT CLIENT'S OWN RISK. CLIENT ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FOR SUCH USE. CLIENT AGREES THAT AGENTQUOTE.COM, INC. AND PROVIDERS OF TELECOMMUNICATIONS AND NETWORK SERVICES FOR THE BANNER PROGRAM WILL NOT BE LIABLE FOR DAMAGES (INCLUDING CONSEQUENTIAL OR SPECIAL DAMAGES) ARISING OUT OF ITS USE OF OR INABILITY TO USE THE BANNER PROGRAM OR ANY AGENTQUOTE SOFTWARE OR SERVICES, OR THE ACTIONS OR INACTIONS OF SUCH PROVIDERS, AND THE GOODS OR SERVICES THEY PROVIDE. CLIENT HEREBY WAIVES ANY CLAIMS WITH RESPECT THERETO, WHETHER BASED ON CONTRACTUAL, TORT, OR OTHER GROUNDS, EVEN IF AGENTQUOTE.COM, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES. AGENTQUOTE'S LIABILITY TO CLIENT FOR BREACH OF THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY CLIENT FOR ACCESS TO AND USE OF THE BANNER PROGRAM, EXCLUSIVE OF PAYMENTS RELATING TO GOODS OR SERVICES PROVIDED PRIOR TO SUCH DAMAGES. CLIENT HEREBY RELEASES AGENTQUOTE.COM, INC. FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THIS LIMITATION. (SOME JURISDICTIONS DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED OR MODIFIED OR LIABILITY TO BE LIMITED, SO NOT ALL OF THE ABOVE LIMITATIONS MAY APPLY TO YOU.)

7.5 AgentQuote.com, Inc. Not Responsible for Data Storage

AGENTQUOTE.COM, INC. IS NOT A DATA OR INFORMATION STORAGE COMPANY, AND IS NOT RESPONSIBLE FOR STORING, MAINTAINING, PRESERVING PROTECTING OR OTHERWISE COLLECTING OR SAVING CLIENT INFORMATION OR OTHER DATA GENERATED BY CLIENT'S USE OF THE BANNER PROGRAM OR RECEIVED FROM THE USE OF THE BANNER PROGRAM BY OTHERS, INCLUDING POTENTIAL CUSTOMERS OR CLIENTS OF CLIENT. CLIENT AT ANYTIME CAN EXPORT THEIR DATA TO AN EXCEL DOCUMENT OR A PDF. THE CLIENT IS SOLELY RESPONSIBLE FOR STORING, PRESERVING AND MAINTAINING SUCH DATA AND INFORMATION AND FOR PROTECTING SAME FROM LOSS.

8. Indemnification

8.1 Client

Client agrees to indemnify, defend, and hold harmless AgentQuote.com, Inc., its directors, officers, employees and agents, with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action is based upon a claim that: (i) if true, would constitute a breach of any of Client's representations, warranties, or agreements hereunder; (ii) arises out of the negligence or willful misconduct of Client; or (iii) any of the Client Content to be provided by Client hereunder or other material on the Web Site is defamatory, libelous, or otherwise infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets and/or license.

8.2 AgentQuote.com, Inc.

AgentQuote.com, Inc. agrees to indemnify, defend, and hold harmless Client, its directors, officers, employees and agents, and defend any action brought against same with respect to any claim, demand, cause of action, debt or liability, including reasonable attorneys' fees, to the extent that such action arises out of the gross negligence or willful misconduct of AgentQuote.com, Inc.

8.3 Notice

In claiming any indemnification hereunder, the indemnified party shall promptly provide the indemnifying party with written notice of any claim which the indemnified party believes falls within the scope of the foregoing paragraphs. The indemnified party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying party shall control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind the indemnified party shall not be final without the indemnified party's written consent, which shall not be unreasonably withheld.

9. Termination and Renewal

9.1 Term and Termination

AgentQuote.com, Inc., in its sole discretion, may terminate, cancel, suspend, limit, discontinue, and/or deactivate (temporarily or permanently) all or any part of the Services, registration code, any username, password, any part or all of the Banner Program, and Client's access to and use of any part or all of their personally identifiable information (collectively, "Personal Information"), Registration Information, account information, the Services and/or the Banner Program, and/or their rights under these Terms (all of the foregoing rights and actions to "Terminate" or a "Termination"), if (a) AgentQuote.com, Inc. believes that the Client has violated these Terms or other policy of AgentQuote.com, Inc., its Third Party Providers or applicable law, has misused the Services, or has conducted any fraudulent, abusive, or illegal activity, (b) AgentQuote.com, Inc. believes that the Client has accessed or is attempting to access any part of the Services or Content without authorization, or the Banner Program, or Registration, account or Personal Information of any other Client, (c) the Client assigns its rights to the Services, (d) AgentQuote.com, Inc. discontinues the Services or any part thereof for any reason.

A Termination may be made with 30 days written notice and will be effective 30 days from the date of notice. In the event of Termination, AgentQuote.com, Inc. may remove and/or permanently delete from its servers all of the Client's Account Information, Registration Information and Personal Information and all backup copies, provided that AgentQuote.com, Inc. will first give notice of its intent to do so. AgentQuote.com, Inc. will provide the Client a period of not more than 30 days to download and/or remove all the Account Information. This will be AgentQuote.com, Inc.'s sole obligation following any Termination described above. At the expiration of such period, AgentQuote.com, Inc. may (but will not be required to) remove from its servers and/or permanently delete all such Information and/or all backup copies thereof, without further notice and without any liability of AgentQuote.com, Inc. to the Client, or any third party. Notwithstanding anything in these Terms to the contrary, if AgentQuote.com, Inc. reasonably believes that the Client has violated applicable law or the provisions of Section 9(b) or has conducted any fraudulent, abusive, or illegal activity, AgentQuote.com, Inc. may refer the Client to appropriate law enforcement agencies, refuse to permit the Account Information to be downloaded and/or removed, and/or immediately remove and/or permanently delete the Account Information, Registration Information and/or Personal Information as otherwise provided herein. If a Client is the subject of a Termination described in this Section 9, they may not re-register for or continue to use the Services in any manner or for any reason. If the Client wishes to terminate its AgentQuote Account and use of the Services, its only recourse is to discontinue the use of the same.

9.2 Termination and Payment

Upon any termination or expiration of this Agreement, Client shall pay all unpaid and outstanding fees through the effective date of termination or expiration of this Agreement.

10. Miscellaneous

10.1 Entire Agreement

This Agreement and attached Schedules constitute the entire agreement between Client and AgentQuote.com, Inc. with respect to the subject matter hereof and there are no representations, understandings or agreements which are not fully expressed in this Agreement.

10.2 Cooperation

The Parties acknowledge and agree that successful completion of the Services shall require the full and mutual good faith cooperation of each of the Parties. Client acknowledges that no joint venture or partnership exists between Client and AgentQuote.com, Inc. and that AgentQuote.com, Inc. and its personnel, in performance of this Agreement, are acting as independent contractors and not as employees or agents of Client.

10.4 Client Identification

AgentQuote.com, Inc. may use the name of and identify Client as an AgentQuote client, in advertising, publicity, or similar materials distributed or displayed to prospective clients.

10.5 Force Majeure

Except for the payment of fees by Client, if the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by

reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

10.6 Governing

This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of California without regard to its conflict of law provisions, and Client and AgentQuote agree that the sole venue and jurisdiction for disputes arising from this Agreement shall be the appropriate state or federal court located in the County of Orange, State of California, and Client and AgentQuote hereby submit to the jurisdiction of such courts.

10.7 Assignment

Each party shall not assign, without the prior written consent of the other party, its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

10.8 Notice

Notices given by AgentQuote.com, Inc. to Client shall be given by e-mail via the Client's Internet accessible e-mail address provided by you to AgentQuote.com, Inc., or by a general posting on the AgentQuote Website, or by conventional mail. Notices given by the Client to AgentQuote.com, Inc. shall be given by e-mail via the Internet and addressed as set forth support@agentquote.com, or by conventional mail, addressed as follows: AgentQuote.com, Inc., 501 S. Idaho Street, Suite 210, La Habra, California 90631, USA.

10.9 Waiver

The waiver of failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

10.10 Severability

If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

10.11 Counterparts

This Agreement may be executed in several counterparts, all of which taken together shall constitute the entire agreement between the Parties hereto.

10.12 Headings

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

10.13 Approvals and Similar Actions

Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld.

10.14 Survival

All provisions of this Agreement relating to Client warranties, confidentiality, non-disclosure, proprietary rights, and limitation of liability, Client indemnification obligations and payment obligations shall survive the termination or expiration of this Agreement.

11. Agreement

AgentQuote.com, Inc. reserves the right to change this Agreement at any time by posting changes online. Client is responsible for reviewing on a regular basis information posted online in the Settings Tab of your Banner Program to obtain timely notice of such changes. Client's non-termination or continued use of the Banner Program after changes are posted constitutes Client's acceptance of this Agreement as modified by the posted changes